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(SPACE BELOW FOR FILING STAMP ONLY)

6 Counsel for TULARE LOCAL HEALTHCARE
7 DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER

8 IN THE UNITED STATES BANKRUPTCY COURT

9 EASTERN DISTRICT OF CALIFORNIA

10 FRESNO DIVISION

11 In re

CASE NO. 17-13797

12 TULARE LOCAL HEALTHCARE
13 DISTRICT, dba TULARE
14 REGIONAL MEDICAL CENTER,

Chapter 9

15 Debtor.

Adv. Proc. No.

16 TULARE LOCAL HEALTHCARE
17 DISTRICT, dba TULARE REGIONAL
18 MEDICAL CENTER,

Date: N/A

19 Plaintiff,

Time: N/A

Place: 2500 Tulare Street
Fresno, CA 93721

5th Floor, Courtroom 13

Judge: Honorable René Lastreto II

V.

20 DON A. BRAVIN, an individual; and
ELVIRA M. BRAVIN, an individual,

21 Defendants.

22
23 COMPLAINT FOR DECLARATORY RELIEF TO DETERMINE
24 NATURE, EXTENT, AND VALIDITY OF INTERESTS IN PROPERTY

25 Plaintiff TULARE LOCAL HEALTHCARE DISTRICT, dba TULARE REGIONAL
26 MEDICAL CENTER ("Plaintiff" or "Debtor") alleges against Defendants DON A.
27

BRAVIN, an individual and ELVIRA M. BRAVIN, an individual (collectively "Defendants" or "Bravins") as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 157, 28 U.S.C. § 1331, and 28 U.S.C. § 1334.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (B), (K), and (O); Plaintiff consents to the entry of a judgment in this matter by the Bankruptcy Court.

3. This adversary proceeding relates to the Chapter 9 Case No. 17-13797, *In re Tulare Local Healthcare District dba Tulare Regional Medical Center* (the “Chapter 9 Case”) which is currently pending before this Court.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1409.

PARTIES

5. Plaintiff is a California healthcare district, qualified to, and operating in the State of California. Plaintiff is the debtor in the underlying Chapter 9 case. It was previously known as Tulare Local Hospital. On or about September 27, 1996, Plaintiff executed a deed of trust with assignment of rents as additional security, as a trustor, concerning the real property bearing the APN 170-072-002 ("Deed of Trust"). This Deed of Trust was recorded on October 4, 1996 in the official records of the County of Tulare, California as Instrument No. 96-071432. A true and correct copy of the Deed of Trust is attached as Exhibit "A".

6. On information and belief, Plaintiff alleges that Defendants Don A. Bravin and Elivra M. Bravin are individuals and are married to each other. Defendants are believed to be the beneficiaries of the Deed of Trust.

THE PROPERTY

7. The Deed of Trust concerns the real property bearing the APN 170-072-002. The common address is 591 E. Merritt Ave., Tulare, CA 93274.

8. The legal description of this property is as follows:

LOT 1 AND THE NORTHERLY 10 FEET OF LOT 2 OF TERRACE GARDEN, IN THE CITY OF TULARE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 95 OF MAPS, TULARE COUNTY RECORDS.

GENERAL ALLEGATIONS

9. Plaintiff filed a voluntary petition under Chapter 9 of 11 U.S.C. § 101, et seq. (“Bankruptcy Code”) on September 30, 2017.

10. A plan of reorganization has not yet been proposed by Plaintiff.

11. On or about September 27, 1996, Plaintiff, as Trustor, executed the Deed of Trust in favor of Defendants to evidence its obligation in a principal sum of \$150,000.00. Defendants received their interest as community property.

12. Plaintiff has since satisfied the underlying obligation related to the Deed of Trust and is entitled to have the Deed of Trust reconveyed. All sums owed to the Defendants have been paid. The Deed of Trust clouds Plaintiff's title to the subject property.

FIRST CLAIM FOR RELIEF

(Declaratory Relief Sought by Debtor to Determine Nature, Extent, and Validity of Interests)

13. Plaintiff realleges and incorporates by reference each allegation contained in paragraphs 1 through 12.

14. Under 28 U.S.C. § 2201, the Court "may declare the rights and other legal relations of any interested party seeking such declaration, whether or not future relief is or could be sought". Additionally, under 28 U.S.C. § 2202,

1 "[f]urther necessary or proper relief based on a declaratory judgment or decree
2 may be granted." Additionally, Federal Rule of Bankruptcy Procedure 7001(2)
3 provides that an adversary proceeding may be filed to determine nature, extent,
4 and validity of interests of the Debtor and others in property.
5

6 15. An actual case or controversy exists relating to the rights and legal
7 obligations of the parties with respect to ownership or other rights of the real
8 property described in paragraphs 7 and 8 above.

9 16. The Plaintiff asserts that it has satisfied the underlying obligation
10 related to the Deed of Trust and thus Plaintiff is entitled to an order clearing the
11 title to the subject property including declaring the Deed of Trust to be void.
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1 PRAYER

2 WHEREFORE, the Plaintiff prays for judgment against Defendants as
3 follows:

- 4 1. For a judgment declaring that:
5 a. The underlying obligation in the principal sum of
6 \$150,000.00 has been satisfied.
7 b. That none of Defendants have any interest in the real
8 property bearing the APN 170-072-002.
9 c. That Plaintiff is entitled to an order clearing the title to the
10 subject property including declaring the Deed of Trust to be
11 void.
12 2. For attorney's fees and the costs of suit incurred in this action; and
13 3. For such other and further relief as the Court deems just, equitable,
14 and proper.

15 Dated: April 30, 2018

16 WALTER WILHELM LAW GROUP
17 A Professional Corporation

18 By:

19 *Matthew P. Bunting*

20 Matthew P. Bunting
21 Attorneys for Debtor,
22 TULARE LOCAL HEALTHCARE
23 DISTRICT, dba TULARE REGIONAL
24 MEDICAL CENTER

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

Don A. Bravin and Elvira M.
Bravin
979 Gem
Tulare, CA 93274

170-07-02-02

Escrow No. 446623 - GP
Order No. 446623 - JBC

96-071432

Recorded	Rec Fee	23.00
Official Records	Check	23.00
County of		
Tulare		
Greg Hardcastle		
Recorder		
8:00am 4-Oct-96	CHIC LC	4

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Assessor's Parcel No:
170-072-002

DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made this 27TH day of September, 1996, between
Tulare Local Health Care District, a California Non-Profit Corporation

herein called TRUSTOR, whose address is 869 Cherry Street, Tulare, CA 93274

CHICAGO TITLE COMPANY, a California Corporation herein called TRUSTEE, and
Don A. Bravin and Elvira M. Bravin, husband and wife, as community property

herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale
that property in the City of Tulare County of Tulare
California, described as:

Lot 1 and the northerly 10 feet of Lot 2 of Terrace Garden Subdivision, in the City of
Tulare, County of Tulare, State of California, as per Map recorded in Book 21, Page 95
of Maps, Tulare County Records.

ADDITIONAL PROVISIONS EXHIBIT ATTACHED AND MADE A PART HEREOF BY REFERENCE

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon
Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$150,000.00 with interest thereon according to the terms of a
promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the
performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums
and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting
that they are secured by this Deed of Trust.

DTIPG1-11/18/84bk

Page 1

Escrow No: 446623 GP

Assessor's Parcel No: 170-072-002

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are printed on the following pages hereof, and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Tulare Local Health Care District

STATE OF CALIFORNIA
COUNTY OF Tulare) S.S.

On 10.3.96 before me,
Louis A. Fishbaugh
a Notary Public in and for said County and State, personally appeared

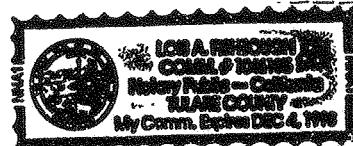
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

PT-BR-09103/2014

UTTRAPRAKASH, U.P., BAGHAN

(THIS AREA FOR OFFICIAL NOTARIAL SEAL OR STAMP)



Page 2

TitleWorks Description: Gail / Tulare / Year.Inst: 1996-00071432 / Page 2 of 4 / Order: 20180122154257

EXHIBIT A

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY Lori A. Fishbaugh

DATE COMMISSION EXPIRES Dec 4, 1998

PLACE OF EXECUTION Tulare County

SIGNATURE  DATE 10/21/98

(GOVT. CODE, SEC.27361.7

Escrow No: 446623

GP

Assessor's Parcel No: 170-072-002

ADDITIONAL PROVISIONS EXHIBIT

In the event of a voluntary sale, alienation or conveyance of any or all portion of the real property described herein, any indebtedness or obligation under the promissory note secured hereby, at the option of the holder, shall immediately become due and payable.

TDPREV-08/08/94bx